

Southern Railway System

P.O. Box 1808
Washington, D.C. 20013

RECORDATION NO. 5925-D
1981-1 25 PM
INTERSTATE COMMERCE COMMISSION

THOMAS H. KERWIN
VICE PRESIDENT
FINANCE

February 11, 1981
59080, 57907

920 15TH STREET, N.W.
TEL: (202) 383-4600

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. 1-042 A 046

Date FEB 11 1981

Fee \$ 10.00

ICC Washington, D. C.

Dear Mrs. Mergenovich:

I enclose five original counterparts of the instrument described in paragraph (1) hereof, for recordation and return, together with two original counterparts for the Commission's files.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

- (1) The enclosed document is a Supplemental Agreement dated as of January 12, 1981, to a Conditional Sale Agreement between Whittaker Corporation, Berwick Forge & Fabricating Division, and Southern Railway Company and Agreement and Assignment between Whittaker Corporation, Berwick Forge & Fabricating Division, and Manufacturers Hanover Trust Company, Assignee, both documents being dated as of January 1, 1971.
- (2) The Supplemental Agreement is executed for the purpose of subjecting to the Agreement certain new equipment, being:

7 - new 70-ton 50' Pulpwood Cars bearing road numbers 142247-142253, both inclusive, AAR designation LP.

The equipment will be marked with the words:

"OWNED BY A SECURED PARTY UNDER A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c."

- (3) The Conditional Sale Agreement and the Agreement and Assignment were filed and recorded in your office on January 18, 3:10 p.m., and were assigned Recordation No. 5925.

RECEIVED
FEB 11 4 20 PM '81
FEE COLLECTION BR.
D.C.

(4) After recordation, the original document should be returned to George A. Aspatore, Esq., Solicitor, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013.

(5) The recordation fee of \$10.00 is enclosed.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,


T. H. Kerwin

Encl.

Executed in 7 Counterparts of
which this is Counterpart No. 2

RECORDATION NO. 5925-D
FEB 11 1981-1 25 PM
IN STATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of January 12, 1981,
by and between

SOUTHERN RAILWAY COMPANY, a Virginia corporation ("Rail-
road"), party of the first part; and

MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation
("Assignee"), party of the second part;

W I T N E S S E T H T H A T :

WHEREAS, Whittaker Corporation, Berwick Forge & Fabricating Division ("Vendor") and Railroad entered into a Conditional Sale Agreement dated as of January 1, 1971, as amended ("Agreement"), pursuant to which Vendor sold and delivered to Railroad and Railroad purchased from Vendor certain railroad equipment ("Equipment") therein described, which Agreement was assigned by Vendor to Assignee by Agreement and Assignment dated as of January 1, 1971, as amended ("Assignment"); and

WHEREAS, in Article 8 of the Agreement it is provided that in the event any units of the Equipment shall have suffered a Casualty Occurrence and the Railroad shall have paid to the Assignee the value of the unit as provided for therein, then upon the filing with the Assignee of the appropriate documents, any monies paid to the Assignee pursuant to said Article 8 may be applied toward the cost of a unit or units of standard gauge railroad equipment (other than passenger equipment) first put into such service no earlier than January 1, 1971, to replace such unit having suffered a Casualty Occurrence; and

WHEREAS, the Railroad, in compliance with the aforesaid requirements of Article 8 of the Agreement, now proposes to cause title to seven (7) new 70-ton 50' Pulpwood Cars bearing Railroad's Road Numbers 142247-142253, both inclusive, ("Additional Equipment"), to be vested in the Assignee, free and clear of all liens and encumbrances subject to the Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

That Assignee (as "Vendor" pursuant to Article 26 of the Agreement) hereby agrees to accept the Additional Equipment, upon compliance by Railroad with the requirements of Article 8 of the Agreement as accessions to the Equipment thereunder and subject to all of the terms and conditions of the Agreement as though part of the original Equipment thereunder, free and clear of all claims, liens, security interests and other encumbrances.

This Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested as of the day and year first above written.

MANUFACTURERS HANOVER TRUST
COMPANY

By

ATTEST:

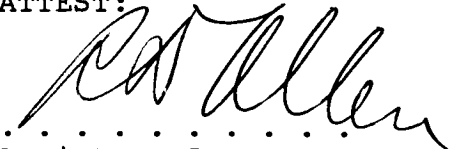

Assistant Secretary

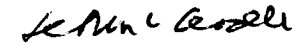

ASSISTANT Vice President

SOUTHERN RAILWAY COMPANY,

By

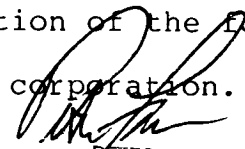
ATTEST:


Assistant Secretary


Vice President


STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

On this 16th day of January, 1981, before me personally appeared P.L. ORSITTI, JR., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MANUFACTURERS HANOVER TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


PETER FERRERI
Notary Public, State of New York
No. 41-6278425
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1982

DISTRICT OF COLUMBIA.

On this 11th day of February, 1981, before me personally appeared D. H. Mc Ardle, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that the corporate seal of said corporation is affixed to the foregoing instrument, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


C. O. WAGNER
Notary Public

In and For the District of Columbia
My Commission Expires May 31, 1982